

AG Contract No. KR94-1741-TRN
ECS File: JPA 94-121
Project: F-063-1-528
Tracs: 095 YU 024 H3629 01C
Section: US-95, Arizona Ave - I-8

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF YUMA

THIS AGREEMENT is entered into 26 September, 1994
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL,
(the "City").

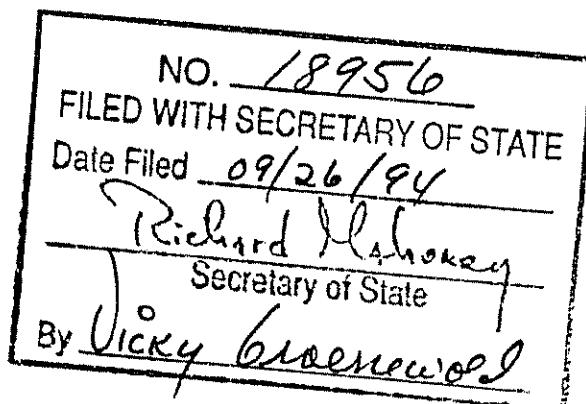
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution/council action, a copy of which is attached hereto
and made a part hereof, resolved to enter into this agreement
and has authorized the undersigned to execute this agreement on
behalf of the City.

3. It is to the mutual advantage of the State and the
City to landscape areas within the right of way on U.S. Route
95 at the following location:

From centerline roadway station 27+00 (Arizona
Avenue) to centerline roadway station 48+50
(I-8), a net distance of approximately 0.39 miles.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the City shall reimburse the State twenty five percent (25%) of the landscape contract costs, in an amount not to exceed \$20,000.00.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any major changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by either party at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E, Room 222E
Phoenix, AZ 85007

City of Yuma
City Administrator
180 West First Street
Yuma, AZ 85364

7. Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. There are no third-party beneficiaries. Neither the City nor the State assume any of the duties owed to the public by the other.

8. Attached hereto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF YUMA

STATE OF ARIZONA

Department of Transportation

By Marilyn R. Young
MARILYN R. YOUNG
Mayor

By Robert P. Mickelson
ROBERT P. MICKELSON
Chief Deputy State Engineer

ATTEST

By Carrie L. Fassil
CARRIE FASSIL
City Clerk

RESOLUTION

BE IT RESOLVED on this 15th day of July 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Yuma for the purpose of defining responsibilities for the design and construction of landscape and irrigation improvements to US-95 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.

A handwritten signature in cursive script, appearing to read "Robert P. Mickelson for".

LARRY S. BONINE
Director

for a person transfer #6 Bar Liquor License. (94-10) (City Clerk)

7. ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) AGREEMENT

Authorized execution of intergovernmental agreement with the Arizona Department of Transportation (ADOT) for Entrance Beautification. (Parks & Recreation)

ITEMS REMOVED FROM THE CONSENT CALENDAR

B.5 UNITED WAY CONTRACT

Approve contract with United Way for the Fiscal Year 1994/95 in the amount of \$138,000. (Fire)

Everett moved, seconded by Stuart, to approve the United Way contract as presented by staff. Upon a roll call vote, the motion passed 6-0.

B.6 YUMA FINE ARTS ASSOCIATION CONTRACT

Approve agreement with Yuma Fine Arts Association for the purpose of presenting and promoting exhibitions of fine art for the Fiscal Year 1994/95 and fund the Yuma Fine Arts Association \$20,790. (Parks and Recreation)

Everett moved, seconded by Stuart, to approve the Yuma Fine Arts Association contract as presented by staff.

Pinsker asked whether the Fine Arts Association Board of Directors have agreed to accept the contract. Sean Davis stated that it would be addressed tomorrow, along with other business. Concerning Council representation, the FAA Board feels the matter is philosophical in nature; however, it is not the most troubling issue in the contract. There are other difficulties.

Upon a roll call vote, the motion passed 6-0.

II. RESOLUTIONS

City Clerk Fassil presented a resolution entitled:

RESOLUTION NO. 2806

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH THOMAS AND SANDRA BELTRAN, OWNER OF LOT 75, VALLEY CITRUS ESTATES #3

which title was read. (Planning and Zoning)

VI. ADJOURNMENT/EXECUTIVE SESSION

Irr moved, seconded by Stuart, that the meeting adjourn to Executive Session. Upon a voice vote, the motion passed 6-0; time of adjournment being 5:47 p.m.

Respectfully submitted,

Carrie L. Fassil
Carrie Fassil
City Clerk

APPROVED:

Marilyn R. Young
Marilyn R. Young, Mayor

JPA 94-121

APPROVAL OF THE YUMA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF YUMA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 19th day of August, 1994.

Steven W. Moore
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-1741-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15th day of September, 1994.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8577G